

Executed in 5 counterparts of  
which this is counterpart No. 2

FOURTH AGREEMENT FOR SEWAGE WORKS MAINTENANCE

THIS AGREEMENT made and executed this 18<sup>TH</sup> day of  
JULY, 1968, between the CITY OF SEATTLE, a  
municipal corporation of the State of Washington, hereinafter  
referred to as the "City" and the MUNICIPALITY OF METROPOLITAN SEATTLE,  
a municipal corporation of the State of Washington, hereinafter  
referred to as "Metro",

W I T N E S S E T H:

WHEREAS, the City and Metro have heretofore executed an  
Agreement for Sewage Disposal dated January 26, 1961, and a  
Supplemental Agreement dated April 17, 1961, and from and after  
July 1, 1962, as provided in said agreements, Metro has furnished  
sewage disposal service to the City; and

WHEREAS, the City and Metro by a series of agreements,  
the last of which was dated September 20, 1966, have provided for  
the performance by City personnel of the maintenance and operation  
of certain metropolitan sewerage facilities and the City and Metro  
now desire to extend such maintenance to additional metropolitan  
facilities and to make certain changes in the terms under which  
such maintenance is provided; and

WHEREAS, it is the intention of the parties that the  
particular agreements of January 26, 1961 and April 17, 1961 shall  
remain in full force and effect except only insofar as they may be  
specifically modified during the limited period of this Agreement  
in accordance with its provisions;

NOW, THEREFORE, It is hereby agreed as follows:

1. For the term of this Agreement and at the expense of Metro the City shall maintain and operate the following facilities of the Metropolitan Sewerage System:

a) All sewers and sewage pumping stations described in Exhibit "A" of the Agreement of January 26, 1961, except the pumping station located near the intersection of S. W. Spokane Street and 63rd Avenue S. W., designated in said Exhibit "A" as PS SPS 5;

b) The Delridge Trunk Sewer and the outfall from the Ballard Trunk Sewer as described in the Delridge Trunk Sewer Agreement with the City dated June 16, 1966;

c) The trunk sewer constructed by Metro under its Contract No. 62-4, Section I, except the five Regulator Control and Outfall Control Structures, including appurtenant controls, motors and sluice gates, as detailed on sheets 33 through 51 inclusive, of the construction plans of said Contract No. 62-4;

d) The trunk sewer constructed by Metro under its Contract No. 64-2;

e) The sewer shown on sheet 12 of construction plans of Metro Contract No. 64-1 from its connection with the trunk sewer constructed under Contract No. 64-2 to its connection with the Matthews Park Pumping Station;

f) The trunk sewers constructed and to be constructed by Metro as Contracts No. 63-5; No. 65-6; No. 65-10, Schedules 1, 2, 3 and 4; No. 66-3, Schedules 1 and 2; No. 66-6; No. 66-7; No. 68-2 and No. 68-4;

g) Any sewerage facilities located outside the City which Metro now has or may hereafter acquire the right to use and which are required to be maintained by the City under a presently existing City contract;

h) Any sewerage facilities hereafter constructed by Metro within the City which are designated to be maintained and operated by the City pursuant to the joint written authorization of the Executive Director of Metro and the City Engineer. Maintenance shall be understood to include inspection, cleaning and repair and may include photographic or closed-circuit television inspection techniques in addition to visual procedures. The City shall exercise reasonable care, diligence and judgment in performing the work and shall, in particular, undertake preventive maintenance precautions, wherever practicable;

1) Photographic and closed-circuit television inspection of any Metro sewer lying outside the Seattle city limits, provided that such inspection shall be relatively infrequent and at the convenience of the City of Seattle;

2. Upon notification in writing by the Executive Director, all sewage pumping stations designated in 1-a above shall cease to be operated by the City and shall no longer be a part of this contract. The probable time of such change is estimated to be early 1970.

3. Except in emergencies, when the City shall take immediate appropriate action, repairs costing more than \$1,500.00, or any additions and betterments, shall be undertaken only after approval by Metro. In emergencies, notice of action taken shall

be given to Metro as soon as practicable considering the seriousness of the emergency.

4. Statements of amounts due for work performed pursuant to this Agreement shall be presented to Metro at intervals considered by the City to be appropriate but not more frequently than monthly nor less frequently than annually. Costs to be paid by Metro shall include actual direct wages and salaries paid by the City for labor performed on such work plus an overhead charge equal to <sup>44% (resc) (see)</sup> ~~42%~~ thereof, actual cost of materials used plus a materials handling charge equal to 20% thereof, and rental for equipment used at the same rental rates charged to the City Sewer Utility by the City of Seattle. Such percentage charges to be added to costs of labor and materials may be revised from time to time to conform to percentage charges currently established by the City for general use in all interdepartmental transactions.

5. Metro shall hold the City harmless and defend all suits for personal injury or property damage arising out of the operation and maintenance of said sewers or sewage pumping station facilities which are not caused by neglect or failure of the City to perform this Agreement.

6. The term of this Agreement shall be two years from and after July 1, 1968 unless with the mutual written agreement of the parties hereto the term shall be extended or unless in the sole judgment of Metro the City shall fail or neglect to operate said sewer facilities in an efficient manner and maintain same in good working order and condition, in which event Metro may terminate this Agreement upon 30 days written notice to the City.

7. Whenever in this Agreement notice is required to be given, the same shall be given by Registered Mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle  
410 West Harrison Street  
Seattle, Washington 98119

City of Seattle  
Seattle Municipal Building  
Seattle, Washington 98104

unless a different address shall be hereafter designated in writing by either of the parties.

The date of giving of such notice shall be deemed to be the date of mailing thereof. Billings for and payments of operating costs may be made by regular mail.

8. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

9. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either party.

10. Effective July 1, 1968 this Agreement shall supersede and terminate the Third Agreement for Sewage Works Maintenance dated September 20, 1966.

11. This Agreement shall be executed in five counterparts, any one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties hereto have executed  
this Agreement as of the date and year first above written.

CITY OF SEATTLE

By

J. D. Braman  
J. D. Braman, Mayor

ATTEST:

C. G. Erlandson  
C. G. Erlandson  
City Comptroller and City Clerk

Execution Authorized  
Ordinance No. 96832

MUNICIPALITY OF METROPOLITAN SEATTLE

By

C. Carey Donworth  
C. Carey Donworth  
Chairman of the Council

ATTEST:

Margaret Sullivan  
Margaret Sullivan  
Clerk of the Council

BILL OF SALE

The City of Seattle in consideration of the performance of the following described work at the Lake City Sewage Treatment Plant by the Municipality of Metropolitan Seattle, to wit, dewatering all tanks, including digesters, and filling all aeration and sedimentation tanks with water to prevent their flotation, does bargain, sell and deliver to the Municipality of Metropolitan Seattle its interest in the following equipment at the Lake City Sewage Treatment Plant:

1. #1 and #2 Digested Sludge Pumps - Moyno
2. Hot Water Circulating Pumps (3)
3. #1 and #2 Comminutors
4. Sludge Collector Drive Units - West side -  
Motors and Gear Boxes (3)
5. Marlow Sludge Pump - West side
6. Carter Sludge Pump - Boiler Room
7. Chicago Sludge Pump - East side
8. Roots Gas Meter
9. Sludge Collector Drive Units - East side  
(6) Motors and Gear Boxes
10. Chlorine Tank Handling Superstructure
11. Magnetic Flow Meters Transmitters and Receivers  
(2) 4"  
(3) 3"  
(3) 8"
12. Temperature Recorder
13. 0" - 10" Mercury Manometers (3)

14. Level Indicator Recorders
15. Sample Refrigerator
16. Chain Hoist from Moyno Pump Room - 2-Ton
17. (1) Air Blower and Motor Gyrol Drive - West side  
(1) Air Blower and Motor Direct Drive - West side
18. Drying Oven
19. Portable Air Compressor

This bill of sale is subject to whatever rights the Lake City Sewer District or its bondholders may have as to the equipment listed herein, and is subject to all presently outstanding indebtedness of said District, bonded or otherwise, and to all additional bonded indebtedness which may be incurred by said District in the construction of its sewer system, and shall be further subject to the terms of the following resolutions of the District, which are incorporated herein by this reference:

Resolution No. 30, adopted August 4, 1948

Resolution No. 34, adopted October 28, 1948

Resolution No. 51, adopted June 23, 1949

Resolution No. 114, adopted June 28, 1950

Resolution No. 120, adopted July 31, 1950

Resolution No. 144, adopted November 21, 1950

Resolution No. 265, adopted May 2, 1952

Resolution No. 302, adopted October 22, 1952

Resolution No. 477, adopted December 9, 1953

Resolution No. 478, adopted December 17, 1953

and to any and all rights of the present and future bond holders of said District under said resolutions. Nothing contained herein shall



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create any new rights to the equipment conveyed hereby in the Lake City Sewer District, its bondholders or creditors.

IN WITNESS WHEREOF, the City has caused this instrument to be executed by its Mayor and City Comptroller thereunto duly authorized pursuant to Ordinance 96854 and has caused its corporate seal to be hereunto affixed this 9<sup>th</sup> day of August, 1968.



Execution Authorized  
Ordinance 96854

THE CITY OF SEATTLE

By J. D. Braman  
Mayor

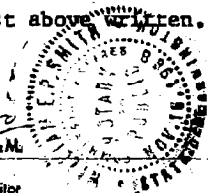
ATTEST:

C. G. Erlandson  
City Comptroller

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 9<sup>th</sup> day of August, 1968, before me personally appeared J. D. BRAMAN and CARL G. ERLANDSON, to me known to be the Mayor and City Comptroller, respectively, of the municipal corporation that executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed of said municipal corporation, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said municipal corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.



William E. Smith  
Notary Public in and for the State of Washington, residing at Seattle

Filed for Record Sept 5 1968 11:52 AM  
request of Metro  
ROBERT A. MORRIS, County Auditor

ORDINANCE 97200

AN ORDINANCE amending the City's sewage and disposal agreement with the Municipality of Metropolitan Seattle authorized by Ordinance 89363 as amended, to authorize the payment to The City of Seattle of the maximum sum of \$6,000,000 in aid of separation of combined sewers tributary to Lake Washington in lieu of construction of holding tanks and extending the term of such agreement to 2016.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the Mayor and City Comptroller are hereby authorized for and on behalf of The City of Seattle to execute in such numbers as may be necessary and deliver an agreement designated "Third Supplement to Agreement for Sewage Disposal" with the Municipality of Metropolitan Seattle, substantially in the form attached to C. F. 261946 which supplemental agreement amends that agreement for sewage treatment and disposal executed pursuant to Ordinance 89363 as amended by Ordinance 90063 and by Ordinance 90376 and provides for the extension of such basic agreement until July 1, 2016, and for payment by said Municipality to The City of Seattle of a maximum sum of Six Million Dollars (\$6,000,000) in lieu of construction by said municipality of certain holding tanks on the North Union Bay and Lake Washington trunks to pay a portion of the cost of the separation by the City of combined sewers in certain districts of the City, the remainder of said costs to be paid with the proceeds of bonds issued pursuant to Ordinance 96327 and with Federal and State grants, all as recommended by the City Engineer in C. F. 261946.

STATE OF WASHINGTON)  
COUNTY OF KING ) SS  
CITY OF SEATTLE )

I, C.G. ERLANDSON, Comptroller and City Clerk  
of the City of Seattle, do hereby certify that  
the within and foregoing is a true and correct copy  
of the original instrument as the same appears  
on file, and of record in this Department.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed the seal of The City of Seattle, this  
JUL 5 1972

C.G. ERLANDSON  
Comptroller and City Clerk

BY:

*C. J. ERLANDSON*  
Chief Deputy